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EXPERIAN INFORMATION SOLUTIONS, INC.

8 UNITED STATES DISTRICT COURT
9
10 NORTHERN DISTRICT OF CALIFORNIA

11 **WILLIAM G. STEWART AND NANCY**
12 **STEWART,**

13 **Plaintiffs,**

14 **v.**

15 **BAC HOME LOANS SERVICING, LP;**
16 **EQUIFAX INFORMATION SERVICES,**
17 **LLC; EXPERIAN INFORMATION**
SOLUTIONS, INC.; and TRANS UNION
LLC,

18 **Defendants.**

Case No. 10-01225 SI

Assigned to the Honorable Susan Illston

**SECOND AMENDED STIPULATED
PROTECTIVE ORDER (FOR HIGHLY
SENSITIVE/ CONFIDENTIAL
INFORMATION)**

1 Subject to the approval of the Court, Plaintiffs William G. Stewart and Nancy Stewart, by
2 and through their undersigned counsel, and Defendants BAC Home Loans Servicing, LP, Equifax
3 Information Services, LLC, Experian Information Solutions, Inc., and Trans Union LLC, by and
4 through its undersigned counsel, hereby stipulate to the following Protective Order. It is the
5 parties intention that this Order shall supersede and replace all prior protective orders in place in
6 this matter:

7 1. PURPOSES AND LIMITATIONS

8 Disclosure and discovery activity in this action are likely to involve production of
9 confidential, proprietary, or private information for which special protection from public
10 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.
11 Accordingly, the parties hereby stipulate to and petition the Court to enter the following Second
12 Amended Stipulated Protective Order. The parties acknowledge that this Order does not confer
13 blanket protections on all disclosures or responses to discovery and that the protection it affords
14 from public disclosure and use extends only to the limited information or items that are entitled to
15 confidential treatment under the applicable legal principles. The parties further acknowledge, as
16 set forth in Section 14.4, below, that this Order does not entitle them to file confidential
17 information under seal; Civil Local Rule 79-5 and the Court's Standing Order set forth the
18 procedures that must be followed and the standards that will be applied when a party seeks
19 permission from the Court to file material under seal.

20 2. DEFINITIONS

21 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
22 information or items under this Order.

23 2.2 "CONFIDENTIAL" Information or Items: information (regardless of how
24 it is generated, stored or maintained) or tangible things that qualify for protection under Federal
25 Rule of Civil Procedure 26(c).

26 2.3 Counsel (without qualifier): Outside Counsel of Record and House
27 Counsel (as well as their support staff).
28

1 2.4 Designating Party: a Party or Non-Party that designates information or
 2 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
 3 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

4 2.5 Disclosure or Discovery Material: all items or information, regardless of
 5 the medium or manner in which it is generated, stored, or maintained (including, among other
 6 things, testimony, transcripts, and tangible things), that are produced or generated in disclosures
 7 or responses to discovery in this matter.

8 2.6 Expert: a person with specialized knowledge or experience in a matter
 9 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve as an expert
 10 witness or as a consultant in this action, (2) is not a past or current employee of a Party or of a
 11 Party’s competitor, and (3) at the time of retention, is not anticipated to become an employee of a
 12 Party or of a Party’s competitor.

13 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
 14 Information or Items: extremely sensitive “Confidential Information or Items,” disclosure of
 15 which to another Party or Non-Party would create a substantial risk of serious harm that could not
 16 be avoided by less restrictive means.

17 2.8 House Counsel: attorneys who are employees of a Party to this action.
 18 House Counsel does not include Outside Counsel of Record or any other outside counsel.

19 2.9 Non-Party: any natural person, partnership, corporation, association, or
 20 other legal entity not named as a Party to this action.

21 2.10 Outside Counsel of Record: attorneys who are not employees of a Party to
 22 this action but are retained to represent or advise a Party to this action and have appeared in this
 23 action on behalf of that Party or are affiliated with a law firm which has appeared on behalf of
 24 that Party.

25 2.11 Party: any Party to this action, including all of its officers, directors,
 26 employees, consultants, retained experts, and Outside Counsel of Record (and their support
 27 staffs).
 28

1 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
2 Discovery Material in this action.

3 2.13 Professional Vendors: persons or entities that provide litigation support
4 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
5 organizing, storing, or retrieving data in any form or medium) and their employees and
6 subcontractors.

7 2.14 Protected Material: any Disclosure or Discovery Material that is designated
8 as "CONFIDENTIAL," or as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

9 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
10 from a Producing Party.

11 3. SCOPE

12 The protections conferred by this Stipulation and Order cover not only Protected Material,
13 but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts,
14 summaries, or compilations of Protected Material; and (3) any testimony, conversations, or
15 presentations by Parties or their Counsel that might reveal Protected Material. However, the
16 protections conferred by this Stipulation and Order do not cover the following information:
17 (a) any information that is in the public domain at the time of disclosure to a Receiving Party or
18 becomes part of the public domain after its disclosure to a Receiving Party as a result of
19 publication not involving a violation of this Order, including becoming part of the public record
20 through trial or otherwise; and (b) any information known to the Receiving Party prior to the
21 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
22 information lawfully and under no obligation of confidentiality to the Designating Party. Any use
23 of Protected Material at trial shall be governed by a separate agreement or order.

24 4. DURATION

25 Even after final disposition of this litigation, the confidentiality obligations imposed by
26 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court
27 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all
28 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after

1 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
 2 including the time limits for filing any motions or applications for extension of time pursuant to
 3 applicable law.

4 5. DESIGNATING PROTECTED MATERIAL

5 5.1 Exercise of Restraint and Care in Designating Material for Protection.

6 Each Party or Non-Party that designates information or items for protection under this Order must
 7 take care to limit any such designation to specific material that qualifies under the appropriate
 8 standards. To the extent it is practical to do so, the Designating Party must designate for
 9 protection only those parts of material, documents, items, or oral or written communications that
 10 qualify – so that other portions of the material, documents, items, or communications for which
 11 protection is not warranted are not swept unjustifiably within the ambit of this Order.

12 Mass, indiscriminate, or routinized designations are prohibited. Designations that
 13 are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
 14 unnecessarily encumber or retard the case development process or to impose unnecessary
 15 expenses and burdens on other parties) expose the Designating Party to sanctions.

16 If it comes to a Designating Party's attention that information or items that it
 17 designated for protection do not qualify for protection at all or do not qualify for the level of
 18 protection initially asserted, that Designating Party must promptly notify all other parties that it is
 19 withdrawing the mistaken designation.

20 5.2 Manner and Timing of Designations. Except as otherwise provided in this
 21 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
 22 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
 23 designated before the material is disclosed or produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic documents,
 26 but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
 27 Party affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
 28 EYES ONLY" to each page that contains protected material. If only a portion or portions of the

1 material on a page qualifies for protection, the Producing Party also must clearly identify the
2 protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for
3 each portion, the level of protection being asserted.

4 A Party or Non-Party that makes original documents or materials available for
5 inspection need not designate them for protection until after the inspecting Party has indicated
6 which material it would like copied and produced. During the inspection and before the
7 designation, all of the material made available for inspection shall be deemed "HIGHLY
8 CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the inspecting Party has identified the
9 documents it wants copied and produced, the Producing Party must determine which documents,
10 or portions thereof, qualify for protection under this Order. Then, before producing the specified
11 documents, the Producing Party must affix the appropriate legend ("CONFIDENTIAL" or
12 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY") to each page that contains
13 Protected Material. If only a portion or portions of the material on a page qualifies for protection,
14 the Producing Party also must clearly identify the protected portion(s) (e.g., by making
15 appropriate markings in the margins) and must specify, for each portion, the level of protection
16 being asserted.

17 (b) for testimony given in deposition or in other pretrial or trial proceedings,
18 that the Designating Party identify on the record, before the close of the deposition, hearing, or
19 other proceeding, all protected testimony and specify the level of protection being asserted.
20 When it is impractical to identify separately each portion of testimony that is entitled to protection
21 and it appears that substantial portions of the testimony may qualify for protection, the
22 Designating Party may invoke on the record (before the deposition, hearing, or other proceeding
23 is concluded) a right to have up to 21 days to identify the specific portions of the testimony as to
24 which protection is sought and to specify the level of protection being asserted. Only those
25 portions of the testimony that are appropriately designated for protection within the 21 days shall
26 be covered by the provisions of this Order. Alternatively, a Designating Party may specify, at the
27 deposition or up to 21 days afterwards if that period is properly invoked, that the entire transcript
28

1 shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY.”

3 Parties shall give the other parties notice if they reasonably expect a deposition,
4 hearing or other proceeding to include Protected Material so that the other parties can ensure that
5 only authorized individuals who have signed the “Acknowledgment and Agreement to Be
6 Bound” (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a
7 deposition shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY
8 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

9 Transcripts containing Protected Material shall have an obvious legend on the title
10 page that the transcript contains Protected Material, and the title page shall be followed by a list
11 of all pages (including line numbers as appropriate) that have been designated as Protected
12 Material and the level of protection being asserted by the Designating Party. The Designating
13 Party shall inform the court reporter of these requirements. Any transcript that is prepared before
14 the expiration of a 21-day period for designation shall be treated during that period as if it had
15 been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety
16 unless otherwise agreed. After the expiration of that period, the transcript shall be treated only as
17 actually designated.

18 (c) for information produced in some form other than documentary and for any
19 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
20 container or containers in which the information or item is stored the legend “CONFIDENTIAL”
21 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions
22 of the information or item warrant protection, the Producing Party, to the extent practicable, shall
23 identify the protected portion(s) and specify the level of protection being asserted.

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
25 failure to designate qualified information or items does not, standing alone, waive the Designating
26 Party’s right to secure protection under this Order for such material. Upon timely correction of a
27 designation, the Receiving Party must make reasonable efforts to assure that the material is
28 treated in accordance with the provisions of this Order.

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time. Unless a prompt challenge to a Designating Party's
4 confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary
5 economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its
6 right to challenge a confidentiality designation by electing not to mount a challenge promptly
7 after the original designation is disclosed.

8 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
9 resolution process by providing written notice of each designation it is challenging and describing
10 the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the
11 written notice must recite that the challenge to confidentiality is being made in accordance with
12 this specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge
13 in good faith and must begin the process by conferring directly (in voice to voice dialogue; other
14 forms of communication are not sufficient) within 14 days of the date of service of notice. In
15 conferring, the Challenging Party must explain the basis for its belief that the confidentiality
16 designation was not proper and must give the Designating Party an opportunity to review the
17 designated material, to reconsider the circumstances, and, if no change in designation is offered,
18 to explain the basis for the chosen designation. A Challenging Party may proceed to the next
19 stage of the challenge process only if it has engaged in this meet and confer process first or
20 establishes that the Designating Party is unwilling to participate in the meet and confer process in
21 a timely manner.

22 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
23 intervention, the Designating Party shall file and serve a motion to retain confidentiality under
24 Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days
25 of the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer
26 process will not resolve their dispute, whichever is earlier. Each such motion must be
27 accompanied by a competent declaration affirming that the movant has complied with the meet
28 and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to

1 make such a motion including the required declaration within 21 days (or 14 days, if applicable)
 2 shall automatically waive the confidentiality designation for each challenged designation. In
 3 addition, the Challenging Party may file a motion challenging a confidentiality designation at any
 4 time if there is good cause for doing so, including a challenge to the designation of a deposition
 5 transcript or any portions thereof. Any motion brought pursuant to this provision must be
 6 accompanied by a competent declaration affirming that the movant has complied with the meet
 7 and confer requirements imposed by the preceding paragraph.

8 The burden of persuasion in any such challenge proceeding shall be on the
 9 Designating Party. Frivolous challenges and those made for an improper purpose (e.g., to harass
 10 or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party
 11 to sanctions. Unless the Designating Party has waived the confidentiality designation by failing
 12 to file a motion to retain confidentiality as described above, all parties shall continue to afford the
 13 material in question the level of protection to which it is entitled under the Producing Party's
 14 designation until the Court rules on the challenge.

15 7. ACCESS TO AND USE OF PROTECTED MATERIAL

16 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 17 disclosed or produced by another Party or by a Non-Party in connection with this case only for
 18 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be
 19 disclosed only to the categories of persons and under the conditions described in this Order.
 20 When the litigation has been terminated, a Receiving Party must comply with the provisions of
 21 section 15 below (FINAL DISPOSITION).

22 Protected Material must be stored and maintained by a Receiving Party at a
 23 location and in a secure manner that ensures that access is limited to the persons authorized under
 24 this Order.

25 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
 26 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may
 27 disclose any information or item designated "CONFIDENTIAL" only to:
 28

(a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY" Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:

(a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the

1 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
2 Bound” that is attached hereto as Exhibit A;

3 (b) Designated House Counsel of the Receiving Party (1) who has no
4 involvement in competitive decision-making, (2) to whom disclosure is reasonably necessary for
5 this litigation, (3) who has signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
6 A), and (4) as to whom the procedures set forth in paragraph 7.4(a)(1), below, have been
7 followed;

8 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably
9 necessary for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be
10 Bound” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4(a)(2), below,
11 have been followed;

12 (d) the Court and its personnel;

13 (e) court reporters and their staff, professional jury or trial consultants, and
14 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
15 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

16 (f) the author or recipient of a document containing the information or a
17 custodian or other person who otherwise possessed or knew the information.

18 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information or items to Designated House
20 Counsel or Experts.

21 (a) (1) Unless otherwise ordered by the Court or agreed to in writing by the
22 Designating Party, a Party that seeks to disclose to Designated House Counsel any information or
23 item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
24 pursuant to paragraph 7.3(b) first must make a written request to the Designating Party that
25 (1) sets forth the full name of the Designated House Counsel and the city and state of his or her
26 residence, and (2) describes the Designated House Counsel’s current and reasonably foreseeable
27 future primary job duties and responsibilities in sufficient detail to determine if House Counsel is
28 involved, or may become involved, in any competitive decision-making.

(a)(2) Unless otherwise ordered by the Court or agreed to in writing by the Designating Party, a Party that seeks to disclose to an Expert any information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(c) first must make a written request to the Designating Party that (1) identifies the general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information that the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s current employer(s), (5) identifies each person or entity from whom the Expert has received compensation or funding for work in his or her areas of expertise or to whom the expert has provided professional services, including in connection with a litigation, at any time during the preceding five years,¹ and (6) identifies (by name and number of the case, filing date, and location of court) any litigation in connection with which the Expert has offered expert testimony, including through a declaration, report, or testimony at a deposition or trial, during the preceding five years.

(b) A Party that makes a request and provides the information specified in the preceding respective paragraphs may disclose the subject Protected Material to the identified Designated House Counsel or Expert unless, within 14 days of delivering the request, the Party receives a written objection from the Designating Party. Any such objection must set forth in detail the grounds on which it is based.

(c) A Party that receives a timely written objection must meet and confer with the Designating Party (through direct voice to voice dialogue) to try to resolve the matter by agreement within seven days of the written objection. If no agreement is reached, the Party seeking to make the disclosure to Designated House Counsel or the Expert may file a motion as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable)

¹ If the Expert believes any of this information is subject to a confidentiality obligation to a third-party, then the Expert should provide whatever information the Expert believes can be disclosed without violating any confidentiality agreements, and the Party seeking to disclose to the Expert shall be available to meet and confer with the Designating Party regarding any such engagement.

1 seeking permission from the Court to do so. Any such motion must describe the circumstances
 2 with specificity, set forth in detail the reasons why the disclosure to Designated House Counsel or
 3 the Expert is reasonably necessary, assess the risk of harm that the disclosure would entail, and
 4 suggest any additional means that could be used to reduce that risk. In addition, any such motion
 5 must be accompanied by a competent declaration describing the parties' efforts to resolve the
 6 matter by agreement (i.e., the extent and the content of the meet and confer discussions) and
 7 setting forth the reasons advanced by the Designating Party for its refusal to approve the
 8 disclosure.

9 In any such proceeding, the Party opposing disclosure to Designated House
 10 Counsel or the Expert shall bear the burden of proving that the risk of harm that the disclosure
 11 would entail (under the safeguards proposed) outweighs the Receiving Party's need to disclose
 12 the Protected Material to its Designated House Counsel or Expert.

13 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
 14 OTHER LITIGATION

15 If a Party is served with a subpoena or a court order issued in other litigation that
 16 compels disclosure of any information or items designated in this action as "CONFIDENTIAL"
 17 or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" that Party must:

18 (a) promptly notify in writing the Designating Party. Such notification shall
 19 include a copy of the subpoena or court order;

20 (b) promptly notify in writing the party who caused the subpoena or order to
 21 issue in the other litigation that some or all of the material covered by the subpoena or order is
 22 subject to this Protective Order. Such notification shall include a copy of this Order; and

23 (c) cooperate with respect to all reasonable procedures sought to be pursued by
 24 the Designating Party whose Protected Material may be affected.

25 If the Designating Party timely seeks a protective order, the Party served with the
 26 subpoena or court order shall not produce any information designated in this action as
 27 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" before a
 28 determination has been made by the court from which the subpoena or order issued, unless the

1 Party has obtained the Designating Party's permission. The Designating Party shall bear the
 2 burden and expense of seeking protection in that court of its confidential material, and nothing in
 3 these provisions should be construed as authorizing or encouraging a Receiving Party in this
 4 action to disobey a lawful directive from another court.

5 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
 6 IN THIS LITIGATION

7 (a) The terms of this Order are applicable to information produced by a Non-
 8 Party in this action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
 9 ATTORNEYS' EYES ONLY." Such information produced by Non-Parties in connection with
 10 this litigation is protected by the remedies and relief provided by this Order. Nothing in these
 11 provisions should be construed as prohibiting a Non-Party from seeking additional protections.

12 (b) In the event that a Party is required, by a valid discovery request, to
 13 produce a Non-Party's confidential information in its possession, and the Party is subject to an
 14 agreement with the Non-Party not to produce the Non-Party's confidential information, then the
 15 Party shall:

16 1. promptly notify in writing the Requesting Party and the Non-Party
 17 that some or all of the information requested is subject to a confidentiality agreement with a Non-
 18 Party;

19 2. promptly provide the Non-Party with a copy of the Second
 20 Amended Stipulated Protective Order in this litigation, the relevant discovery request(s), and a
 21 reasonably specific description of the information requested; and

22 3. make the information requested available for inspection by the
 23 Non-Party.

24 (c) If the Non-Party fails to object or seek a protective order from this Court
 25 within 14 days of receiving the notice and accompanying information, the Receiving Party may
 26 produce the Non-Party's confidential information responsive to the discovery request. If the
 27 Non-Party timely seeks a protective order, the Receiving Party shall not produce any information
 28 in its possession or control that is subject to the confidentiality agreement with the Non-Party

1 before a determination by the Court. Absent a court order to the contrary, the Non-Party shall
 2 bear the burden and expense of seeking protection in this court of its Protected Material.

3 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
 5 Material to any person or in any circumstance not authorized under this Order, the Receiving
 6 Party must immediately (a) notify in writing the Designating Party of the unauthorized
 7 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material,
 8 (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of
 9 this Order, and (d) request such person or persons to execute the "Acknowledgment and
 10 Agreement to Be Bound" that is attached hereto as Exhibit A.

11 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
 12 PROTECTED MATERIAL

13 When a Producing Party gives notice to Receiving Parties that certain inadvertently
 14 produced material is subject to a claim of privilege or other protection, the obligations of the
 15 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).

16 12. MISCELLANEOUS

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 18 person to seek its modification by the Court in the future.

19 12.2 Right to Assert Other Objections. By stipulating to the entry of this Order,
 20 no Party waives any right it otherwise would have to object to disclosing or producing any
 21 information or item on any ground not addressed in this Order. Similarly, no Party waives any
 22 right to object on any ground to use in evidence of any of the material covered by this Order.

23 12.3 Filing Protected Material. Without written permission from the Designating
 24 Party or a court order secured after appropriate notice to all interested persons, a Party may not
 25 file in the public record in this action any Protected Material. A Party that seeks to file under seal
 26 any Protected Material must comply with Civil Local Rule 79-5 and/or the Court's Standing
 27 Order.
 28

1 DATED: November 9, 2011

KING & SPALDING LLP

2
3 By /s/

4 Keasha Ann Broussard
5 Attorney for Defendant
6 Equifax Information Services, LLC

7
8 DATED: November 9, 2011

NOKES & QUINN

9
10 By /s/

11 Thomas P. Quinn
12 Attorney for Defendant
13 Equifax Information Services, LLC

14
15 DATED: November 9, 2011

JONES DAY

16
17 By /s/

18 Michael Gregory Morgan
19 Attorney for Defendant
20 Experian Information Solutions, Inc.

21
22 DATED: November 9, 2011

SCHUCKIT AND ASSOCIATES, P.C.

23
24 By /s/

25 Karen B. Reisinger
26 Attorneys for Defendant
27 Transunion LLC
28

ATTESTATION PURSUANT TO GENERAL ORDER 45

I, Jason Wright, am the ECF User whose ID and password are being used to file this SECOND AMENDED STIPULATED PROTECTIVE ORDER (FOR HIGHLY SENSITIVE/CONFIDENTIAL DOCUMENTS). In compliance with General Order 45.X.B, I hereby attest that concurrence in the filing of this document has been obtained from the other signatories.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 9th day of November, 2011, at Los Angeles, California.

By: 
Jason Wright

ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: 11/15/11

A handwritten signature in blue ink, reading "Susan Illston".

Hon. Susan Illston
United States District Court Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 _____ [print or type full address], declare under penalty of perjury that I
 have read in its entirety and understand the Second Amended Stipulated Protective Order that was
 issued by the United States District Court for the Northern District of California on
 _____ [date] in the case of *Stewart v. BAC Home Loans, Servicing, LP, et al*, Case No.
 CV 10-01225 SI. I agree to comply with and to be bound by all the terms of this Order and I
 understand and acknowledge that failure to so comply could expose me to sanctions and
 punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner
 any information or item that is subject to this Order to any person or entity except in strict
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
 the Northern District of California for the purpose of enforcing the terms of this Order, even if
 such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and telephone number] as my California
 agent for service of process in connection with this action or any proceedings related to
 enforcement of this Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____
 [printed name]

Signature: _____
 [signature]

PROOF OF SERVICE

I, Diane E. Finegan, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 555 South Flower Street, Fiftieth Floor, Los Angeles, California 90071-2300. On November 9, 2011, I served a copy of the within document(s):

**SECOND AMENDED STIPULATED PROTECTIVE ORDER
(FOR HIGHLY SENSITIVE/CONFIDENTIAL INFORMATION)**

- ☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below.
- ☐ by placing the document(s) listed above in a sealed _____ envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a agent for delivery.
- ☒ by transmitting via e-mail or electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on November 9, 2011, at Los Angeles, California.


Diane E. Finegan

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Attorneys for *Trans Union*